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FILED FOR RECORD
at 1:00 o'clock P M

NOV 12 2024

SEPARATION AGREEMENT AND GENERAL RELEASE

BECKY LANDRUM
County Clerk, Hunt County, Tex.

This Separation Agreement and General Release (the "Agreement") is entered into by and between VI N. WELLS ("Employee") and HUNT COUNTY ("Employer") and is effective upon execution by both Employee and Employer (the "Effective Date").

Employee and Employer now desire to resolve their relationship, compromise, and settle all claims which Employee has or may have arising out of her employment and retirement from employment with Employer up to the date of the Agreement, and intend that the full terms and conditions of their compromise settlement be outlined in the Agreement. Employee and Employer agree to the following:

1. **Retirement from Employment.** Employee's signature on this Agreement shall serve as Employee's written notice of retirement as of December 31, 2024.

2. **Separation Pay.** In consideration of Employee's execution of this Agreement and Release, Employer agrees to pay Employee Fifty-Five Thousand, Seven Hundred Seventy Dollars and No Cents (\$55,770.00). This consideration will be paid in a lump sum payment according to the regular payroll schedule and payroll practices for Employer. The final payment will be inclusive of one year of wages, step pay, and longevity pay, but would be paid net of all applicable withholding, including employee's TCDRS retirement contributions. Employee acknowledges and agrees this amount serves as consideration for the Release and Waiver of Rights outlined in this Agreement. Employee further acknowledges and agrees she is not otherwise legally entitled to this Separation Pay.

3. **Additional Terms.** Employee will receive all accumulated vacation and compensatory leave and accrued sick leave, if any, according to the County's employee policies.

4. **Employee Release.** By signing the Agreement, Employee agrees to the following:

a. **Release and Waiver of Rights.** Employee irrevocably and unconditionally releases Employer and its current and former elected and appointed officials, and its current and former directors, officers, managers, agents, employees, representatives, attorneys and affiliates, jointly and individually, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, losses, causes of action, suits, proceedings, rights, costs, fees, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, including but not limited to any claim relating to Employee's employment through the date of execution of the Agreement or to her separation from employment, arising under federal, state or local law prohibiting employment discrimination and/or retaliation, which Employee now has, or which she had at any time prior to the execution of the Agreement, against each, all, or any of the Releasees (collectively "Claims" and each a "Claim"). The Agreement is binding upon the parties and their heirs, administrators, representatives,

executors, successors, and assigns. The Claims waived and discharged include, but are not limited to, those arising under the following:

1. Title VII of the Civil Rights Act of 1964;
2. Employee Retirement Income Security Act of 1974;
3. Equal Pay Act;
4. Uniformed Services Employment and Reemployment Rights Act;
5. 42 U.S.C. §§ 1981, 1983, 1985, and 1988 (the 1866, 1871, and 1991 Civil Rights Acts);
6. Americans with Disabilities Act Amendments Act;
7. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
8. Family and Medical Leave Act;
9. Fair Labor Standards Act;
10. Fair Credit Reporting Act;
11. Whistleblower claims;
12. Texas Workers' Compensation Act;
13. Pregnancy Discrimination Act; Pregnant Worker's Fairness Act; PUMP Act
14. Worker Adjustment and Retraining Notification Act;
15. Disputed wages, including claims for any back wages or commissions;
16. Wrongful discharge and/or breach of contract claims;
17. Claims under the U.S. and Texas Constitutions;
18. Tort claims, including invasion of privacy, defamation, fraud, and infliction of emotional distress;
19. All laws, including the common laws, of the State of Texas regarding employment-related claims; and
20. Any other federal, state, or local law, regulation, or ordinance related to Employee's engagement by or association with the Employer.

Employee does not waive rights or claims which arise after the date she signs the Agreement.

- b. **Covenant Not to Sue.** Employee agrees that she will not bring any legal action against the Releasees for any Employee Claim which occurred or accrued before the Effective Date of the Agreement; however, the provision does not prohibit Employee from filing a lawsuit for the sole purpose of enforcing her rights under the Agreement or from enforcing or securing any rights which may arise after the Effective Date of the Agreement.
- c. **Waived and Discharged Claims.** Employee agrees to withdraw any pending claim she has waived or discharged under the Agreement. Employee agrees that if a Claim that she has waived or discharged under the Agreement is prosecuted in her name or on her behalf before any court or administrative agency, she waives and agrees not to take any award of money or other damages from such suit or prosecution. Employee also agrees that if a Claim waived or discharged under the Agreement is prosecuted in her name, she will

immediately request in writing that the Claim on her behalf be withdrawn. Employee also agrees that she waives on behalf of himself and her attorneys all claims for attorneys' fees and expenses and court costs for any Claims waived and discharged under the Agreement.

5. **Release and Waiver and Covenant Not to Sue Under the ADEA.** This Section specifically refers to claims under the Age Discrimination in Employment Act ("ADEA"). By signing this Agreement, Employee agrees to the following:

- a. **Release and Waiver of Rights.** Employee irrevocably and unconditionally releases Employer and the other Releasees, and each of them, from any and all claims, complaints, liabilities, damages, losses, causes of action, suits, proceedings, rights, costs, fees, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, from any and all age discrimination, harassment and/or retaliation claims under the ADEA (collectively "ADEA Claims" and each an "ADEA Claim").
- b. **Covenant Not to Sue.** Employee agrees that she will not bring any legal action against the Employer or any other Releasees, for any ADEA Claim under the ADEA which existed before the Effective Date of this Agreement; however, this provision does not prohibit Employee from filing a lawsuit for the sole purpose of enforcing her rights under this Agreement, from enforcing or securing any rights that may arise after she signs this Agreement, or from enforcing or securing any rights provided to Employee under the ADEA that may not be legally waived.
- c. **Waived and Discharged Claims.** Employee agrees that if a Claim that she has waived or discharged under the Agreement is prosecuted in her name or on her behalf before any court or administrative agency, she waives and agrees not to take any award of money or other damages from such suit or prosecution. Employee also agrees if a Claim waived or discharged under the Agreement is prosecuted in her name, she will immediately request in writing that the Claim on her behalf be withdrawn and dismissed. Employee also agrees that she waives on behalf of herself and her attorneys all claims for attorneys' fees and expenses and court costs for any Claims waived and discharged under the Agreement.
- d. **Consultation with Attorney.** Employee acknowledges that the Employer advised her to consult with an attorney for advice regarding the effect of this Agreement before signing it. Employee agrees that she fully understands her right to discuss this Agreement with an attorney of her choice and at her expense and that she has had adequate opportunity to do so.

6. **No Future Application for Employment.** Employee hereby agrees that her employment relationship with Employer has been permanently and irrevocably severed and that Employer has no obligation, contractual or otherwise, to rehire or reemploy Employee

in the future. Employee hereby waives any right to reinstatement or future employment with Employer and represents that she will not at any time in the future apply for or accept employment with Employer. Employee agrees that she will not accept employment if such employment will require Employee to perform any work on Employer's matters or premises. If Employee seeks employment in violation of this section and is hired by Employer, Employee agrees that Employer shall have a legitimate and valid reason to terminate Employee as soon as it learns of the hiring and without recourse by Employee.

7. **Return of Employer's Property.** Employee agrees that she has returned to Employer all identification badges, documents, equipment, keys, computer passwords, uniforms, cellular telephone, vehicle and all other property belonging to Employer, before executing the Agreement.

8. **Consultation with Attorney.** Employee acknowledges the Employer advised her to consult with an attorney for advice regarding the effect of the Agreement before signing it. Employee agrees that she fully understands her right to discuss the Agreement with an attorney of her choice and at her expense and that she has had adequate opportunity to do so.

9. **Neutral Reference.** Absent a waiver signed by Employee, Employer agrees to provide prospective employers only Employee's dates of employment, job title, and final salary. Employee shall direct all prospective employers to Sandy Orange, Director of Human Resources.

10. **Cooperation and Consultation.** Employee agrees to reasonably cooperate with Employer in the event she is needed to provide information regarding any future investigation, transaction, or event concerning any matter relating to her employment. Employer will not request Employee to provide any such information in a manner or time generally considered to be oppressive.

11. **Severability.** The provisions of the Agreement are severable, that is, they may be considered separately. If any paragraph is found by a court to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

12. **Choice of Law.** The Agreement and the rights and obligations hereunder will be governed by and construed and interpreted in all respects in accordance with, the laws of the State of Texas, without regard to any conflict of law's provisions. The venue will be exclusively in Hunt County, Texas.

13. **Breach.** Employee agrees the provisions contained in the Agreement are fair and reasonable. Employee acknowledges that irreparable injury will result to Employer in the event of Employee's breach of any of the provisions herein. Consequently, in addition to any other rights or remedies available to Employer for breach of the Agreement by Employee, Employer will be entitled to enforcement by a preliminary restraining order and injunction. If an action at law or in equity or otherwise by Employer is necessary to enforce the terms of the Agreement, Employer will be entitled to recover from Employee its reasonable costs and

attorney's fees in addition to any other relief to which it may be entitled. Any separation pay, as outlined in Section 2 of the Agreement, paid to Employee by Employer must be immediately returned to Employer if Employee takes any action or engages in any conduct in violation of any of the terms or conditions of the Agreement. In addition, before Employee takes any legal action to challenge the validity or enforceability of the Agreement, for any reason, including, without limitation, any claim that Employee did not knowingly or voluntarily enter into the Agreement, Employee agrees that she must first return to Employer all of the separation pay, outlined in Section 2 hereof, received by Employee under the Agreement.

14. Waiver of Breach. The waiver by Employer of a breach of any provision of the Agreement by Employee will not operate or be construed as a waiver of any subsequent breach by Employee.

15. Construction. The language of all parts of the Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party or on the basis that it was prepared by one party or the other.

16. Non-Admission. The Agreement shall not in any way be construed as an admission by Employer of any unlawful or wrongful acts whatsoever against Employee. Employer specifically disclaims any liability for or wrongful acts against Employee.

17. Entire Agreement. The Agreement sets forth the entire agreement between Employee and Employer. The Agreement cannot be modified orally but can be modified only in a writing signed by both Employee and Employer.

18. No Reliance. Employee acknowledges in signing the Agreement that she is not relying on and has not relied on any promise or statement (except those contained in the Agreement) made by any of the Releasees concerning the subject matter or effect of the Agreement or otherwise.

19. Employee's Understanding of Agreement. Employee promises she has carefully read and fully understands all the provisions of this Agreement, and that she is signing it voluntarily because she wants to take advantage of the Employer's offer as contained in this Agreement. Employee further understands the following:

- a. She has twenty-one (21) days from the date she receives this Agreement to consider this Agreement;
- b. She has seven (7) days after signing this Agreement to revoke her agreement and no benefits under this Agreement will be due and owing until the expiration of this revocation period.
- c. Such revocation must be in writing and delivered to Sandy Orange; Director of Human Resources to ensure delivery no later than 5:00 pm on the seventh day following the date that Employee signs this Agreement.

- d. Should she revoke this Agreement, Employee's retirement remains in effect as of the Retirement Date and she shall no longer be employed by the Employer. Additionally, this Agreement will become unenforceable, and the Employer's offer of Separation Pay will be null and void; and
- e. Regardless of the amount received, Employee understands that all consideration paid will be subject to legally required deductions, and to be eligible to receive the consideration payment, she understands she is required to read, understand, and sign this Separation Agreement and General Release.

20. NOTICE TO EMPLOYEE. EMPLOYEE SHOULD THOROUGHLY REVIEW AND UNDERSTAND THE AGREEMENT BEFORE SIGNING IT. THE AGREEMENT INCLUDES A RELEASE AND WAIVER OF LEGAL RIGHTS AND CLAIMS

Vi N. Wells
 VI N. WELLS, EMPLOYEE

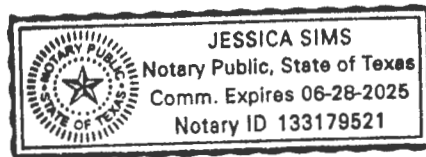
DATE: 11-5 24

STATE OF TEXAS §
 §
 COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on the day personally appeared VI N. WELLS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned notary public, by the said VI N. WELLS the 5th day of November, 2024 to certify which witness my hand and seal of office.

Jessica Sims
 NOTARY PUBLIC, STATE OF TEXAS



HUNT COUNTY
(EMPLOYER)

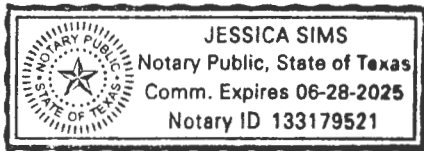

BOBBY W. STOVALL
COUNTY JUDGE

Date: 11-5-24

STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on the day personally appeared BOBBY W. STOVALL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned notary public, by the said BOBBY W. STOVALL the 5th day of November, 2024 to certify which witness my hand and seal of office.




NOTARY PUBLIC, STATE OF TEXAS